

SAN DIEGO REDEVELOPMENT AGENCY

**REQUEST FOR QUALIFICATIONS
& PROPOSALS**

FOR

**PROPERTY MAINTENANCE,
PROPERTY MANAGEMENT
AND
RELOCATION SERVICES**

Due Date: 5:00 pm, Thursday September 2, 2010

Contact: Eliana Barreiros
Redevelopment Project Manager
San Diego Redevelopment Agency
1200 Third Avenue, Suite 1400
San Diego, CA 92101

Submissions: Each firm is required to submit one (1) original and two (2) copies of their response to the attention of Eliana Barreiros at the address above AND one high quality PDF copy to ebarreiros@sandiego.gov

Questions: Please address questions to Eliana Barreiros via e-mail at ebarreiros@sandiego.gov. Questions must be submitted on or before August 26, 2010 by 5:00 PM. Inquires must contain the phrase "Property Management & Maintenance RFQ/P" in the subject line.



San Diego Redevelopment Agency
1200 Third Avenue, Suite 1400
San Diego, CA 92101-4100

<http://www.sandiego.gov/redevelopment-agency/>

**Request for Qualifications and Proposals:
Property Management & Maintenance & Relocation Services
San Diego Redevelopment Agency**

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Attachments:

1. Sample Agency Agreement
2. Sub-Contractors List
3. List of Agency-Owned Properties, August 2010
4. [Equal Opportunity Agreement](#)
5. [Workforce Report](#)

**Request for Qualifications and Proposals:
Property Management & Maintenance & Relocation Services
San Diego Redevelopment Agency**

I. INTRODUCTION

The San Diego Redevelopment Agency (Agency) seeks qualified firm(s) to provide property maintenance, property management and relocation assistance services to the Agency on a regular and as-needed basis.

The Agency was created by the City Council in 1958 to alleviate conditions of blight in designated urban areas. The Agency is able to use special legal and financial mechanisms to eliminate blight and improve economic and physical conditions in areas under its purview. This authority is conferred on the Agency through the state of California's Health and Safety Code (Section 33000-et.seq.), also known as the California Community Redevelopment Law. The City of San Diego City Council serves as the legislative body to the Agency (Agency Board).

Redevelopment activities and programs in the Agency's [17 project areas](#) are carried out by the City of San Diego Redevelopment Department (Redevelopment Department) and two public, nonprofit City corporations: [Centre City Development Corporation](#) (CCDC) and [Southeastern Economic Development Corporation](#) (SEDC). These project areas, located in various parts of the City, encompass more than 11,700 acres. Respondents selected as part of this RFQ/P process would provide services to the Redevelopment Department. CCDC and SEDC are **not** parties to the subject RFQ/P.

II. THE REDEVELOPMENT AGENCY ORGANIZATION

Redevelopment activities and programs in the Agency's [17 project areas](#) are carried out by the Redevelopment Department and two public, nonprofit City corporations: [Centre City Development Corporation](#) (CCDC) and [Southeastern Economic Development Corporation](#) (SEDC). These project areas, located in various parts of the City, encompass more than 11,700 acres.

The **Redevelopment Department** administers 11 of the Agency's 17 project areas encompassing approximately 7,613 acres:

- [Barrio Logan](#)
- [City Heights](#)
- [College Community](#)
- [College Grove](#)
- [Crossroads](#)
- [Grantville](#)
- [Linda Vista](#)
- [Naval Training Center](#)
- [North Bay](#)
- [North Park](#)
- [San Ysidro](#)

The Redevelopment Department also performs general administration duties serving the Agency at large, such as coordination with CCDC and SEDC to meet certain budgetary and reporting requirements and maintenance of the Agency Board meeting docket, official records and website.

The [Centre City Development Corporation](#) (CCDC) was established by the City Council in 1975 to carry out redevelopment activities in downtown San Diego. CCDC administers two redevelopment project areas:

- Centre City (Core/Columbia, Cortez, East Village, Gaslamp Quarter, Little Italy, Marina)
- Horton Plaza

CCDC also performs zoning as well as current and long range land use planning functions on behalf of the City of San Diego.

The [Southeastern Economic Development Corporation](#) (SEDC) was established by the City Council in 1981 to carry out redevelopment activities and economic development functions in southeastern San Diego. SEDC administers four redevelopment project areas and one study area:

- Central Imperial
- Gateway Center West
- Mount Hope
- Southcrest
- Dells Imperial Study Area

III. BACKGROUND

The Agency was created by the City Council in 1958 to alleviate conditions of blight in designated urban areas. The Agency is able to use special legal and financial mechanisms to eliminate blight and improve economic and physical conditions in geographic areas under its purview. This authority is conferred on the Agency through the state of California's Health and Safety Code (Section 33000-et.seq.), also known as the California Community Redevelopment Law. The City of San Diego City Council serves as the legislative body to the Agency (Agency Board).

The Agency owns and leases real property assets in order to carry out its obligations in ensuring the proper implementation of adopted redevelopment plans. The exact number of properties may vary as additional property is acquired and/or sold. Professional property management and maintenance services are being sought to properly care for these properties on behalf of the Agency on a regular and as-needed basis. Additionally, the Agency requires professional relocation services. Specific services sought are described below.

IV. SCOPE OF WORK

The selected firm(s) will be required to provide full service professional (1) property management, (2) property maintenance, and (3) relocation services and must provide those services in accordance with the highest professionalism, skill, workmanship and applicable trade practices while conforming to all applicable codes and regulations. Please note that the Agency will accept responses from firms that respond to one, two or all three of the professional services currently being sought. If you seek to respond to less than all three of the professional services called for in this solicitation, please ensure that this is made clear in your response. Responsibilities include, but are not limited to, the following:

PROPERTY MANAGEMENT

- Set up and implement marketing plans and procedures for maintaining full occupancy
- Bill and collect rents and any other applicable expenses from tenants and ensure tenants adhere to terms of leases
- Respond to tenants' inquiries, requests and trouble calls
- Prepare and implement programs for preventive and emergency maintenance and repair, including regular inspections
- Identify and provide for site, building or system maintenance and repair using qualified contractors or trades persons

- Provide a 24-hour contact for responding to trouble or security calls within a reasonable timeframe
- Maintain good tenant relations and meet with tenants as needed
- Perform all necessary accounting functions and prepare/maintain appropriate records
- Preparation and submittal of accurate and timely reports

PROPERTY MAINTENANCE

- Ensure properties are well maintained, provide for safe and sanitary conditions, make necessary repairs, respond to complaints and arrange for the provision of services and utilities
- Performance of regular site visits to identify/address needs;
- Regular and as-needed litter/debris removal and abatement;
- Regular and as-needed services to secure premises;
- Regular and as-needed fence installation, repair and maintenance services
- As-needed prompt graffiti removal services;
- Regular and as-needed landscape maintenance and weeding
- Preparation and submittal of accurate and timely reports

Other as-needed services may include:

- Erosion control
- General carpentry
- Plumbing
- Trouble shooting electrical problems
- Exterior and interior painting
- Installation of signage
- Relocation of litter receptacles

RELOCATION SERVICES

- Relocation services for commercial, industrial and residential properties
- Preparation and implementation of relocation plans
- Public meetings and outreach
- Public noticing and distribution of said notices
- Coordination and approval of moving and related expenses
- Advisory services
- Strong experience in dealing with “good will” and related issues

V. PROCUREMENT PROCESS

The Agency will select one or more firms through this RFQ/P process. The initial term of the contract for services will be for 12-24 months and may be extended for up to 3-4 additional years at the discretion of the Agency (maximum length of the contract may not exceed 60 months). For additional details regarding the anticipated terms of the Agency contract, refer to the attached sample agreement (Attachment 1).

VI. RESPONSE FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the proposal must be clear, concise, and complete. All printed materials must be **double-sided** to the maximum practicable extent.

Submittal Cover – Include the RFQ/P title and submittal due date, the name, mailing address, e-mail address and telephone number of the respondent firm.

Table of Contents – Include a complete and clear listing of headings and reference to appropriate page numbers to allow easy access to all of the information provided.

1. Cover Letter – The cover letter should be brief (two pages maximum), and any changes to the format or the requested materials should be explained in the cover letter. Identify the respondent's primary contact person responsible for all queries made during the intake and processing of the response, and their mailing address, e-mail address and telephone number. As applicable, list any sub-consultants/sub-contractors that are part of the respondent team and identify their primary responsibilities, contact information, and location of their offices. The pertinent Federal Tax I.D. number for the primary respondent firm must also be included. The signator must be a person with the required legal authority to bind the company.
2. Methods and Strategic Plan – Describe general methods and plan for carrying out the scope of work. Provide information describing the capacity of the respondent firm to adequately respond to the scope of the work as described above. Limit this section to no more than three pages.
3. Qualifications and Experience – Provide a synopsis of the services provided by the primary firm and, as applicable, those of sub-consultants/sub-contractors firms. Include the following data and any other related information deemed key by respondents:
 - A. Area(s) of expertise and years of experience of respondent firms (primary and sub-consultants/sub-contractors);
 - B. Identify the quantity, locations and types of properties managed over the past 3 years. Identify specific properties being managed/maintained, name and contact information for clients, length of contract and specific services being provided. Provide no less than three references.
 - C. Describe specific relocation services provided over the last 3-5 years and identify 3-5 specific clients (including contact information for reference purposes), related scope of work, and current status of said work.
 - D. Identify whether there is availability of bilingual staff and languages spoken
4. Organization Chart - Provide an organization chart containing the names of all key personnel, and/or sub-consultants sub-consultants/sub-contractors with titles and their specific task assignment for this project. Include a 1-2 page résumé for key professional and technical persons assigned to the project, including sub-consultants/sub-contractors.
5. Other Information - This section must contain all other pertinent information regarding this procurement in the following order: Please note the information listed below is only for the principal respondent except for item (D).
 - A. Description of insurance coverage (types of coverage and policy limits, deductible, exclusions, and outstanding claims);
 - B. Description of resources available to respondent team as these pertain to the scope of work;
 - C. Completed Equal Opportunity Agreement, Workforce Report for principal respondent, and completed sub-consultants/sub-contractors list (refer to Attachments 2, 4 & 5);
 - D. Copy of valid DBE/DVBE/MBE/SBE/WBE certification certificates of principal respondent and sub-consultants/sub-contractors.
 - E. A list of contracts and/or agreements that the principal, and/or sub-consulting/sub-contracting firms currently have with any departments of the City of San Diego, the Redevelopment Agency, CCDC and/or SEDC. Describe the term, the scope of work and the maximum dollar amount of the

contracts/agreements. Provide names and contact information of principal person(s) involved in the contracts/agreements.

- D. Letters from any and all sub-consultant/sub-contractor firms that are part of the respondent team affirming their commitment to said team (see page 10 for additional details regarding this requirement).
6. Schedule of Rates – (a) Identify hourly rates for all personnel who will be assigned to the projects and their duties. Include rates for project personnel of the prime and sub-consultants/sub-contractors. Provide rates for all identified personnel that would be assigned to this project (along with their job classification) and provide rates for other personnel that may work on this project but is not currently identified by name but rather through job classifications. Clearly identify and list all other fees and expenses that may accrue and are not included in the personnel rates. As applicable, call out overtime and weekend hourly rates; (b) Refer to the list of Agency-owned properties (Attachment 3) and provide a proposed schedule of rates for their regular maintenance (for improved properties, focus on the exterior portion of the property such as landscape and hardscape areas) and clearly identify what said maintenance would include; and, (c) Describe your firm's expectations in relation to charging for the management of leases and what tasks the identified fees include. Please note that for administrative and budgetary reasons the Agency does not reimburse travel expenses. Additionally, note that rates are generally expected to remain fixed for the first two years and are negotiable for subsequent years.

VII. PROPOSAL EVALUATION CRITERIA

Submittals received will be evaluated by a review committee according to the criteria listed below:

- Conformance to the RFQ/P requirements;
- Specialized experience and technical competence of the firm(s), (including principal firm, and sub-consultants/sub-contractors), considering the type of service required, record of performance, and the strength of the key personnel who will be dedicated to the project;
- Competitive fee and rate structure;
- Proposed methods and overall plan to accomplish the work in a timely and competent manner;
- Knowledge and understanding of applicable policies, regulations and standards;
- A local presence for working with the Agency;
- A willingness to make meaningful wide-range sub-contracting and employment opportunities available to all interested and qualified firms and individuals in the market place; and,
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFQ/P unless the Agency, at its sole discretion, decides to modify or waive the insurance requirements.

VIII. PROPOSAL SELECTION PROCESS

A review committee will review proposals which meet the requirements stated herein. The review committee will select the most responsive and qualified proposals based on the criteria listed above after a review and analysis of all proposals.

Respondents may be invited to meet with Agency representatives to expand on qualifications and experience and/or may be required to provide additional information. If selected for an interview, it is mandatory that all principal firms and the designated project manager attend.

It should be noted that the review committee may choose to "short-list" the most qualified firms, utilizing the selection criteria listed above. Interviews and/or additional information may be sought only from the "short-listed" respondents and only those "short-listed" may be invited to an interview.

IX. SCHEDULE

The evaluation of the proposals and the selection of the provider of the services will generally conform to the following tentative schedule.

Distribution	August 12, 2010
Proposals Due Date	September 2, 2010 on or before 5:00 PM
Proposals Review Completed	September 10, 2010
Interviews (optional)	Week of September 13, 2010
Selection	September 24, 2010

One signed original and two (2) copies of the proposal must be delivered to the following address **no later than 5:00 p.m. on Wednesday, September 2, 2010**. In addition, a high quality PDF (or similar format) must accompany the submittal or may be sent via electronic mail to ebarreiros@sandiego.gov.

Eliana Barreiros
Redevelopment Project Manager
San Diego Redevelopment Agency
1200 Third Avenue, Suite 1400
San Diego, CA 92101

The Agency reserves the right to reject any late proposals. **In no case will email submissions satisfy the mailing deadline.** Facsimile proposals will not be accepted. Respondents assume all costs and risks associated with the delivery of their firm's proposal by the above time and date.

X. TERMS AND CONDITIONS

Public Disclosure

As a general rule, all documents received by the Agency are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure **no later than ten (10) days prior to the due date** of your response. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

Confidential Solicitation

The Agency will not share the details of individual responses to this solicitation with competing respondents during the selection process. After the selection process ends, all solicitations become public information (except portions otherwise deemed confidential as noted in the section above).

Conflict of Interest/Financial Disclosure

State law makes it illegal for public officials or their employees to enter into a contract when conditions are such that public officials or their employees may have a financial interest in said contract. The law

defines “making a contract” to include responding to a Request for Proposal/Request for Qualifications. The law further defines “public official” very broadly, to include members of advisory boards that are not actual parties to a contract. Prospective respondents, who are aware of any circumstances that could create a conflict of interest in responding to this RFP, are urged to contact Agency staff immediately.

Pursuant to Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the Agency, the selected consultant will be subject to a conflict of interest code and may be required to complete one or more statements of economic interest disclosing relevant financial interests.

Right to Reject Submittals

Issuance of this RFP does not commit the Agency to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Redevelopment Agency Board and/or the Redevelopment Agency Executive Director.

The Agency retains the right to reject all submittals. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful respondent. A sample contract is attached (Attachment 1). Each submittal shall be valid for not less than ninety (90) days from the date of receipt.

Insurance

The firm selected to perform the work described in this RFQ/P will be required to provide evidence of insurance as shown below:

- (1) **Commercial General Liability** policy with the addition of coverages as broad and as encompassing as the Broad Form Comprehensive General Liability endorsement in the occurrence form, including loading and unloading operations, providing coverage against claims for bodily injury or death and property damage resulting from the Consultant's performance. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. All rights of subrogation shall be waived. Such insurance shall be primary and non-contributory with any other coverage, including the Agency's, and such insurance shall afford immediate defense and indemnification of all listed as additionally insured including the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO and the CITY OF SAN DIEGO to the limits of not less than \$1,000,000 per occurrence for all covered losses and not less than \$2,000,000 general aggregate;
- (2) **Worker's Compensation Insurance** as required by the laws of the State of California;
- (3) **Employer's Liability Insurance** with the following limits:
 - Bodily Injury by Accident: \$1,000,000 each accident
 - Bodily Injury by Disease: \$1,000,000 policy limit
 - Bodily Injury by Disease: \$1,000,000 each employee
- (4) **Commercial Automobile Liability** or **Business Auto Policy** with limits not less than \$1,000,000.00 each occurrence, combined single limit for bodily injury or death and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.

Professional liability insurance (errors and omissions) may also be required in the minimum amount of \$1,000,000. All insurance must be provided at the sole cost and expense of the firm(s) selected, unless any requirement are modified or waived by the Redevelopment Agency.

Equal Opportunity Program Requirements

The Redevelopment Agency and the City of San Diego are strongly committed to equal opportunity in solicitation of professional service consultants to ensure that consultants doing business with the Agency and the City are equal opportunity contractors and employers. The Agency strongly encourages prime consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their sub-consulting/sub-contracting solicitation base and to offer consulting opportunities to all eligible sub-consultants.

The Agency implements the City of San Diego Equal Employment Opportunity Program. Individuals, contractors, vendors, consultants, grantees, lessees, and banks contracting with the Agency must comply with the City of San Diego Equal Opportunity Policy and Program.

Federal Requirements

The selected respondent and each of its sub-consultants/sub-contractors, shall comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. The respondent shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, medical condition or place of birth. The selected respondent shall cause the above provisions to be inserted in all sub-contracts for any work covered by this document so that such provisions will be binding upon each sub-consultants/sub-contractors.

In addition to the foregoing, the selected consultant and any sub-consultants/sub-contractors shall comply with City of San Diego Council Policy 100-04, adopted by Resolution R-282153, relating to the Federal Americans with Disabilities Act ("ADA"). Consultants shall be responsible for establishing and implementing an ADA program within the consultant's work place, and ensuring compliance with Council Policy 100-04.

Local Requirements

Consultant shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program (Refer to <http://docs.sandiego.gov/municode/MuniCodeChapter02/Ch02Art02Division27.pdf>).

Work Force Report

The respondent is required to include in the submittal a current Work Force Report (Attachment 5) or, if so requested by the Agency or the City of San Diego, an Equal Employment Opportunity Plan ("EEO Plan") for itself and for its co-venture partner (if a joint partnership applies). The work force data will be compared to the *County Labor Force Availability* data to determine the adequacy of the work force representation. If the selected firm submitted a work force report and has fifteen (15) or more employees and under-representation of women and/or members of under-represented ethnic groups is determined to exist, it will be required to submit an EEO Plan as notified. The EEO Plan sets forth the actions that the selected consultant will take to achieve the County Labor Force Availability Goals for the employment of African Americans, Native Americans, Asians, Filipinos, Latinos, Women and people with disabilities.

Equal Opportunity Contracting Advisory Goals and Guidelines

Any project valued at \$25,000 or more has a voluntary subcontracting goal of 20%. The goal is achieved by contracting with any combination of certified "Minority Business Enterprise" (MBE), "Women Business

Enterprise" (WBE), "Disadvantaged Business Enterprise" (DBE), "Disabled Veteran Business Enterprise" (DVBE), Small Business Enterprise (SBE) and/or "Other Business Enterprise" (OBE) firms at the prime, co-venture partner sub-consultant and/or vendor level. Attainment of the goal is strongly encouraged but strictly voluntary.

Strategies to Assemble a Successful and Diverse Team

1. Search in the Public Agency Certified Firm Directory available at www.ccdc.com.
2. Use City of San Diego and Caltrans directories of DBE, DVBE, MBE, WBE, and SBE certified businesses providing the needed services. Call or write to the listed certified firms. Directories are available at the City's EOCP office - 619/533-4464 and Caltrans at 916/445-3520 or on the Internet at www.dot.ca.gov/hq/bep/.
3. Search the Federal directory of certified firms under www.ccr.gov.
4. Advertise sub-consulting opportunities in general circulation, trade associations, community organizations and special interest newspapers in a timely manner (including but not limited to entities reaching out to DBE, DVBE, MBE, WBE, SBE, certified firms).
5. Utilize the services of community organizations, professional associations focusing on, but not limited to, women and under-represented ethnic groups, and local, state, and federal small business assistance offices and other organizations for referrals.
6. As soon as feasible, let the project manager (pages 1 & 7) know that you are seeking partners for your team so that she/he may post said information in the Agency's website during the soliciting period.

Guidelines and Requirements for Sub-consultants and Co-Venture Partnerships

As part of the submittal, the respondent shall include copies of valid proof of certification for sub-consultants and/or co-venture partners identified as certified DBE, DVBE, MBE, SBE or WBE on the sub-consultant list submitted.

The sub-consultant/sub-contractor list is a part of this submittal and will become part of any contract(s) with the Agency. Sub-consultants/sub-contractors may participate in different respondents' teams. The selected respondent will ensure that all team members, including the prime, co-venture partners, primary sub-consultants and/or vendors are listed. No changes to the sub-consultant list will be allowed without prior written approval from the Agency. Sub-consultants/sub-contractors are expected to complete a minimum of 75% of their listed scope of work with their own work forces.

As a part of this submittal, the primary respondent must include copies of individual letters of intent to sub-consultant/sub-contractor to be part of the respondent team. The letters must specify that in the event that the respondent is awarded the contract, the respondent fully intends to subcontract with the specific sub-consultant and/or enter into a partnership with a co-venture partner. The letters must clearly identify the type of services to be provided. The letters must be directed to the prime respondent.

XI. NONDISCRIMINATION POLICY

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of sub-contractors, vendors, or suppliers. Respondent shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be

considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

As part of its bid or proposal, respondent shall provide to the Agency a list of all instances within the past ten years where a complaint was filed or pending against respondent in a legal or administrative proceeding alleging that respondent discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

XII. LOCAL BUSINESS AND EMPLOYMENT

The respondent acknowledges that the Agency seeks to promote employment and business opportunities for local residents and firms on all of its contracts. The respondent will, to the extent legally possible, solicit applications for employment and proposals for sub-contracts for work associated with this RFQ from local residents and firms as opportunities arise. The respondent agrees to hire qualified local residents and firms whenever feasible.

The Agency looks forward to receiving a submittal from you. If you have any questions regarding this RFQ/P, please contact the Project Manager as identified on pages 1 & 7.

ATTACHMENT 1
AGREEMENT BETWEEN
THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO
AND
AAA FIRM
FOR
PROPERTY MAINTENANCE SERVICES

This Agreement is made and entered into between the Redevelopment Agency of the City of San Diego [Agency], and AAA Firm[Contractor] for the Contractor to provide property maintenance services (as further detailed herein) to the Agency.

RECITALS

WHEREAS, the Agency wants to retain a firm to provide certain property maintenance services (as further detailed herein);

WHEREAS, Contractor has represented that it has the expertise, experience and personnel necessary to provide property maintenance services for the Agency;

WHEREAS, the Agency and Contractor want to enter into an agreement in which the Agency will retain Contractor to provide, and Contractor shall provide, property maintenance services;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby act and agree as follows:

ARTICLE I

SERVICES

1.1 Scope of Services. The Contractor shall perform property maintenance services as set forth in the written Scope of Services [Exhibit A] at the direction of the Agency [Services].

1.2 Contract Administrator. The Agency is the contract administrator for this Agreement. Contractor shall provide Services under the direction of a representative of the Agency, designated by the Agency Deputy Executive Director. The Agency's designated representative will communicate with Contractor on all matters related to the administration of this Agreement and Contractor's performance of the Services. When this Agreement refers to communications to or with the City of San Diego [City] or the Agency, those communications will be made to or with the designated representative, unless the designated representative or the Agreement specifies otherwise.

1.3 Agency Change in Scope of Services. The Agency may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to, or deducting from the Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any of the Services

required of Contractor, Contractor shall notify the Agency and an equitable adjustment to Contractor's compensation shall be approved by both Parties in writing.

1.4 Designated Representative. It is mutually agreed that Paul Sarra is the principal individual responsible for delivery of all Services and may not be removed without the Agency's prior written approval. In the event Paul Sarra becomes unavailable for any reason the Agency must be consulted as to any replacement. Further, the Agency reserves the right, after consultation with Contractor, to require removal of Contractor's employees or agents.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and unless otherwise terminated, this Agreement shall be effective for no more than 12 months following the date of its execution by the Agency. This Agreement may be extended for 2 additional 12 month periods if agreed to in writing by the Parties.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

2.3 Notification of Delay. Contractor shall immediately notify the Agency in writing of any delay in completion of the Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of, the delay. If the Agency determines that delay significantly impacts the performance of the Services, the Agency may exercise its rights under Sections 2.5 and 2.6 of this Agreement.

2.4 Delay. If delays in the performance of the Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle Contractor to a reasonable extension of time, but such delay shall not entitle Contractor to damages or additional compensation. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of Contractor's work; inability to obtain materials, equipment or labor; required additional Services; or other specific reasons agreed to between the Agency and Contractor; provided, however, that (a) this provision shall not apply and Contractor shall not be entitled to an extension of time for a delay caused by the acts or omissions of Contractor; and, (b) that a delay caused by the inability to obtain materials shall not entitle Contractor to an extension of time unless Contractor furnishes the Agency, in a timely manner, with documentary proof, to the Agency's satisfaction, of the inability to obtain materials.

2.5 Agency's Right to Terminate for Convenience. The Agency may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Contractor. Such notice shall be delivered by certified mail with return receipt for delivery to the Agency. The termination of the Services shall be effective upon receipt of the notice by the Contractor. After termination of this Agreement, Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's Services under this Agreement. For services rendered in completing the work, Contractor shall be entitled to fair and reasonable

compensation for the Services performed by Contractor before the effective date of termination. After filing of documents and completion of performance, Contractor shall deliver to the Agency all maps, reports, letters, drawings, plans, calculations, specifications and other documents or records related to Contractor's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, Contractor discharges the Agency of all of the Agency's payment obligations and liabilities under this Agreement.

2.6 Agency's Right to Terminate for Default. If Contractor fails to perform or adequately perform any material obligation required by this Agreement, Contractor's failure constitutes a Default. If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from the Agency specifying the nature of the Default, the Agency may immediately cancel and/or terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of the Agency enumerated in this paragraph are cumulative and shall not limit the Agency's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the Agency against Contractor.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The Agency shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed TBD as set forth in the Fee Schedule [Exhibit B]. There shall be no additional compensation for services or Contractor expenses not specifically included in the Fee Schedule unless said services and/or expenses are agreed upon in writing by the Agency.

3.2 Manner of Payment. Contractor shall submit to Agency original invoices for Services performed and expenses incurred in accordance with this Agreement. Contractor shall include with the invoices a description of completed work. Invoices shall provide detailed billing information including, but not limited to, a detailed description of the service rendered, date of service, and total amount billed per each service. Invoices shall also include a breakdown of all disbursements by category of expense. A receipt for each category of expense must accompany the invoice to qualify for reimbursement by the Agency. Invoices to the Agency must be in accordance with the Scope of Services and the Fee Schedule and will be payable if approved, within thirty (30) calendar days of receipt. A charge of 1% per month may be added by Contractor to all past due accounts; however this provision shall not apply to any amounts in dispute. In the event any charges or expenses are disputed by the Agency, the original invoice shall be returned by the Agency to Contractor for correction and resubmission.

ARTICLE IV

GENERAL CONTACTOR'S OBLIGATIONS

4.1 Industry Standards. The Contractor agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent Contractor using the degree of care and skill ordinarily exercised by

reputable professionals practicing in the same field of service in the State of California. Where approval by the Agency or other representatives of the Agency or the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Compliance with Controlling Law. The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the Agency or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

4.3 Maintenance of Records. The Contractor shall maintain books, records, logs, documents and other evidence sufficient to record all actions taken with respect to the rendering of the Services, throughout the performance of the Services and for a period of ten years following completion of the Services. The Contractor further agrees to allow the Agency to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

4.4 Confidentiality of Services. All Services performed by Contractor, including but not limited to all drafts, data, correspondence, proposals, maps, reports, and estimates compiled or composed by Contractor pursuant to this Agreement are for the sole use of the Agency. Neither the documents nor their contents shall be released to any third party without the prior written consent of the Agency. This provision does not apply to information that (a) was publicly known, or otherwise known to Contractor, at the time that it was disclosed to Contractor by the Agency, (b) subsequently becomes publicly known through no act or omission by Contractor, or (c) otherwise becomes known to Contractor other than through disclosure by the Agency.

4.5 Product/Service Endorsement. Contractor acknowledges and agrees to comply with the provisions of the City's Administrative Regulation 95.65 concerning product or service endorsement. Any advertisement identifying or referring to the Agency or City as the user of a product or service requires the prior written approval of the Agency or City. In connection with the Services performed pursuant to this Agreement, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.6 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services or service related to this Agreement rendered as a result of this Agreement, upon the Agency's request, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.7 Insurance. The Contractor shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the Agency, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.7.1; however, the Agency reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the Agency; (b) obtained Agency approval of each company or companies as required by Article IV, Section 4.7.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.7.4. Contractor's liabilities, including but not limited

to Contractors's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the Agency.

Further, the Contractor shall not modify any policy or endorsement thereto which increases the Agency's exposure to loss for the duration of this Agreement.

4.7.1 Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

4.7.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.7.1.2 Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.7.1.3 Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Agency and its respective officers, employees, agents and representatives or the City of San Diego and its respective officers, employees, agents and representatives.

4.7.2 Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the Agency at the time the evidence of insurance is provided.

4.7.3 Acceptability of Insurers.

4.7.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the Agency.

4.7.3.2 The Agency will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.7.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the Agency before any work is initiated under this Agreement.

4.7.4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the Agency and its respective officers, employees, agents and representatives and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the Agency and its respective officers, employees, agents and representatives or the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the Agency and its respective officers, employees, agents and representatives and the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor’s insurance and shall not contribute to it.

4.7.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the Agency and its respective officers, employees, agents and representatives and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

4.7.4.3 Worker’s Compensation and Employer’s Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker’s Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the Agency and its respective officers, employees, agents and representatives and the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the Agency.

4.7.5 Reservation of Rights. The Agency reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

4.7.6 Additional Insurance. The Contractor may obtain additional insurance not required by this Agreement.

4.7.7 Excess Insurance. All policies providing excess coverage to the Agency shall follow the form of the primary policy or policies including but not limited to all endorsements.

4.8 Subcontractors

4.8.1 Agency Approval of Subcontractors Required. Contractor's hiring of or retaining any third parties [Subcontractors] to perform any of the Services [Subcontractor Services] is subject to prior approval by the Agency. If at any time after this Agreement is entered into, Contractor identifies a need for additional Subcontractors Services, Contractor shall give written notice to the Agency of the need, at least forty-five (45) calendar days before entering into an Agreement for such Subcontractor Services. Contractor's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. Contractor may request that the Agency reduce the forty-five (45) calendar day notice period.

4.8.2 Subcontractor Insurance Requirement. Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work and for the duration of this Agreement. Each Subcontractor shall obtain, and Contractor shall require the Subcontractor to obtain, all policies described in Section 4.7 above. Further, Contractor shall not allow any Subcontractor to begin Services on a subcontract until all insurance required of the Subcontractor under this section has been obtained.

4.8.3 Subcontractor Contracts. A copy of all contracts between Contractor and Subcontractor shall be submitted to the Agency for approval prior to commencing work pursuant to this Agreement. Thereafter, Contractor shall submit to the Agency for approval, any proposed change in a contract between Contractor and any Subcontractor that reduces or increases the scope of the Subcontractor Services.

4.8.4 Payment of Subcontractor. Contractor is obligated to pay the Subcontractor, for Contractor and Agency approved invoice amounts, out of amounts paid by the Agency to Contractor, not later than fourteen (14) calendar days from Contractor's receipt of payment from the Agency. Nothing in this paragraph shall be construed to impair the right of Contractor and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves. In the case of a deficiency in the performance of Subcontractor Services, Contractor shall notify the Agency in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontract corrects the deficiency, Contractor

shall pay the Subcontract the amount withheld within fourteen (14) calendar days of Contractor's receipt of the Agency's next payment.

4.8.5 Dispute between Contractor and Subcontractor. In any dispute between Contractor and Subcontractor the Agency shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Contractor agrees to defend and indemnify the Agency as described in Article VI of this Agreement in any dispute between Contractor and Subcontractor should the Agency be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.9 Drug-Free Workplace. The Contractor agrees to comply with the City of San Diego's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Contractor shall certify to the Agency that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form (Exhibit C).

4.9.1 Contractor's Notice to Employees. The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.9.2 Drug-Free Awareness Program. The Contractor shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

4.9.3 Posting the Statement. In addition to Section 4.7.1 above, the Contractor shall post the drug-free policy in a prominent place.

4.9.4 Subcontractor's Agreements. The Contractor further certifies that each contract for Subcontractor Services pursuant to this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.9 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

4.10 Intentionally Omitted.

4.11 Non-Discrimination Requirements.

4.11.1 Compliance with the City's Equal Opportunity Contracting Program. The Contractor shall comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Compliance includes submittal of a signed Equal Opportunity Agreement, attached hereto as Exhibit D and incorporated herein by this reference. The EOCP requirements are as set forth in San Diego Municipal Code [SDMC] sections 22.2701 through 22.2707. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

Contractor shall submit to the Agency a current Work Force Report attached hereto as Exhibit E and incorporated herein by this reference, or if required, a current Equal Employment Opportunity [EEO] Plan, and the Contract Activity Report, attached hereto as Exhibit F and incorporated herein by this reference.

4.11.2 Non-Discrimination Ordinance. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, vendors and suppliers.

4.11.3 Compliance Investigations. Upon the City's request, the Contractor agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [SDMC sections 22.3501-22.3517.] The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.12 Conflict of Interest. Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code section 1090 et seq. and section 81000 et seq., and the City of San Diego Ethics Ordinance, codified in the SDMC at sections 27.3501 to 27.3595. If Contractor violates any conflict of interest law or any provision herein, the violation shall be grounds for immediate termination of this Agreement.

4.12.1 Conflict of Interest Form. If, in performing the Services set forth in this Agreement, Contractor makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing Contractor's relevant financial interests. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that Contractor is subject to a conflict of interest code. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, of each year relevant to this Agreement, disclosing any financial interests held during the previous calendar year for which Contractor was subject to a conflict of interest code.

4.13 Ethics Requirements. If the Agency requires Contractor to file a statement of economic interests as a result of the Services performed, pursuant to this Agreement, Contractor shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, codified in the SDMC at sections 27.3501 to 27.3595, including the prohibition against lobbying the City for one year following the termination of this Agreement. Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.14 Penalties for Violation. If Contractor violates any conflict of interest law or any of the provisions in Sections 4.12 or 4.13, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects Contractor to liability to the City for attorneys fees and all damages sustained as a result of the violation.

ARTICLE V

AGENCY'S OBLIGATIONS

5.1 Ownership of Documents. Once Contractor has received any compensation for the Services performed, all original documents, including but not limited to, maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents prepared, developed or discovered in connection with or related to the Scope of Services or Services, shall become the sole property of the Agency. The Agency's ownership of these documents includes use of, reproduction or reuse of, and all incidental rights, whether or not the work for which they were prepared has been performed. The Agency's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether Contractor's Services are terminated: (a) by the completion of the Scope of Services, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, Contractor shall have the right to make copies of all such maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents.

5.2 Additional Consultants or Contractors. The Agency reserves the right to employ, at its own expense, such additional Contractors or Consultants as the Agency deems necessary to perform work or to provide Services.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or Contractor's employees, agents, and officers, arising out of any services performed hereunder, except liability for Services covered under Section 6.2, the Contractor agrees to defend, indemnify, protect, and hold harmless the Agency and the City, their agents, officers, and employees from and against all liability. Also covered is liability arising from,

connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the Agency and the City, their agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the established sole negligence or willful misconduct of the Agency and the City, their agents, officers or employees.

6.2 Indemnification for Services. As to the Contractor's obligations, work or services, the Contractor agrees to indemnify and hold harmless the Agency and the City, their agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorneys fees, and losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the Contractor or the Contractor's employees, agents or officers; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Agency and the City, their agents, officers and employees.

6.3 Enforcement Costs. The Contractor agrees to pay any and all costs the Agency and the City incur enforcing the indemnity and defense provisions set forth in Section 6.1 and the indemnity provision in Section 6.2.

ARTICLE VII

MISCELLANEOUS

7.1 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.2 Independent Contractors. The Contractor and any Subcontractors employed by the Contractor shall be independent contractors and not agents of the Agency or the City. Any provisions of this Agreement that may appear to give the Agency or the City any right to direct the Contractor concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the Agency concerning the end results of the performance.

7.3 Covenants and Conditions. All provisions of this Agreement, expressed as either covenants or conditions on the part of the Agency or Contractor, shall be deemed to be both covenants and conditions.

7.4 Integration. This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a change agreed to in writing by both Parties or an amendment to this Agreement pursuant to Section 7.7. All prior negotiations and agreements are merged into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.6 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

7.7 Amendments to Agreement. All modifications to this Agreement that affect the total compensation or term of the Agreement shall be in writing and approved by the Agency in the same manner as the original Agreement. All other modifications shall be agreed to by both Parties in writing.

7.8 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.9 No Waiver. No failure of either the Agency or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

7.10 Jurisdiction, Venue, and Attorneys Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorneys fees in addition to any other award made in such suit or proceeding.

7.11 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation on any powers of the Agency, nor upon the powers of the City as a chartered City of the State of California.

7.12 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

7.13 Non-Assignment. Contractor shall not assign the obligations under this Agreement, nor any monies due or to become due, without the Agency's prior written approval. Any assignment in violation of this paragraph shall constitute a Default entitling the Agency to any and all remedies at law or in equity, including immediate termination of this Agreement, at the sole discretion of the Agency. In no event shall any putative assignment create a contractual relationship between the Agency and any putative assignee, but any such assignment shall be ineffective, null and void. The Agency acknowledges, however, that Contractor, in the performance of its Services pursuant to this Agreement, may utilize subcontractors.

7.14 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the Agency shall be addressed as follows:

To the Agency:

Deputy Executive Director
Redevelopment Agency of the City of San Diego
1200 Third Avenue, Suite 1400, MS 56D
San Diego, California 92101-4110

With a copy to:

General Counsel for
Redevelopment Agency of the City of San Diego

To Contractor:

AAA Firm

7.15 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

Dated this _____ day of _____, 2009.

THE REDEVELOPMENT AGENCY OF
THE CITY OF SAN DIEGO

By _____

Deputy Executive Director

I HEREBY CERTIFY that I can legally bind AAA Firm and that I have read all of this Agreement this _____ day of _____, 2010.

AAA Firm

By _____

AAA Firm

APPROVE the form and legality of this Agreement
this ____ day of _____, 2010.

Jan I. Goldsmith, Agency General Counsel

By _____

Deputy General Counsel

Attachment 2
City of San Diego Redevelopment Agency

Sub-Consultants and Vendors List

Submittals shall include a complete list of ***all*** proposed co-venture partners, sub-consultants and vendors. Listed sub-consultants and vendors must provide services in the profession, trade, or craft listed. All columns shall be filled out. **No changes to this sub-consultant list will be allowed without prior written approval from the Agency. This document becomes part of the contract.**

Respondent shall also submit sub-consultant commitment letters on sub-consultant letterhead, no more than one page each from sub-consultants listed below, to acknowledge their commitment to the team, scope of services, and percent of participation in the project (Attachment C.8 provides an outline for the commitment letters).

NAME AND ADDRESS OF SUB-CONSULTANTS	SCOPE OF WORK	<u>ESTIMATED</u> DOLLAR AMOUNT OF CONTRACT	DBE, DVBE, MBE, SBE or WBE	WHERE CERTIFIED

For information only: As appropriate, respondents must identify co-ventures, sub-consultants or vendors according to the following classifications:

Certified Disadvantaged Business Enterprise
Certified Disabled Veteran Business Enterprise
Certified Minority Business Enterprise

DBE
DVBE
MBE

Certified Small Business Enterprise
Certified Woman Business Enterprise
Other Business Enterprise (not certified)

SBE
WBE
OBE

Attachment 3

Agency-Owned Properties, August 2010

PROPERTY NAME	PROPERTY DESCRIPTION	ADDRESS	APN#	PROJECT AREA	LOT SIZE
Linda Vista Corner	Vacant & unimproved	6901 Linda Vista Road	431-320-15	Linda Vista	17,000 SF
Linda Vista Retail Complex	Commercial (7 tenants)	6905-6921 Linda Vista Road	454-763-15	Linda Vista	52,700 SF
Sally Wong	Commercial, office and residential use – currently vacant	4102-4122 University Avenue	454-763-14, 454-763-15, 454-763-16	City Heights	21,000 SF
I-15 Properties	Vacant & unimproved	TWO PARCELS AT EL CAJON & 40TH ST	447-202-31, 447-202-32	City Heights	20,648 SF
MERCADO del Barrio	Vacant & unimproved	Area bounded by Cesar Chavez Parkway, the Coronado Bridge overpass, Chicano Park, National Avenue and Main Street		Barrio Logan	6.8 ACRES
Woolworth	Commercial use – currently vacant	3067 University	453-152-03	North Park	7,800 SF